tion. The mother of the deceased, who was not before the Tennessee court at the time of the decree, intervened, claiming that the domicil of the deceased was in Kentucky, and that by Kentucky law, she, as next of kin, should share with the widow. The widow claimed full faith and credit for the finding of the Tennessee court as to domicil. The Kentucky court refused full faith and credit on the grounds that the Tennessee court had no jurisdiction of the stock. The widow then prosecutes this writ of error. *Held*, that full faith and credit under the Constitution of the United States need not be extended to the finding of the Tennessee court. *Baker* v. *Baker, Eccles & Co.*, U. S. Sup. Ct., Oct. Term, 1916, No. 115.

For a further discussion of this case, see NOTES, p. 486.

CONSIDERATION — WHAT CONSTITUTES CONSIDERATION — CONTRACT TO SUPPLY INDEFINITE BUSINESS REQUIREMENTS. — By the terms of a contract, the defendant, a sugar manufacturer, agreed to sell, and the plaintiff, a wholesale grocer, agreed to buy, all of the plaintiff's "August requirements" of sugar at a fixed price. Upon a breach by the defendant, the plaintiff brings suit. *Held*, that the contract is void for lack of mutuality. *T. W. Jenkins & Co.* v. *Anaheim Sugar Co.*, 237 Fed. 278.

An agreement to supply a commodity merely as the buyer may desire is unenforceable for lack of consideration, since the buyer incurs no detriment. *American, etc. Co.* v. *Kirk*, 68 Fed. 791; *Teipel* v. *Meyer*, 106 Wis. 41, 81 N. W. 982. But if, as in the principal case, he agrees to buy from no one else, this limitation on his freedom of action furnishes sufficient consideration, although he may not be bound actually to buy from the seller. See 14 HARV. L. REV. 150. This is generally so in a contract to supply in such quantities as the buyer may desire for his business, or conversely, to buy as much of a product as the producer may desire to sell. *National Furnace Co.* v. *Keystone Mfg. Co.*, 110 Ill. 427; *Burgess, etc. Co.* v. *Broomfield*, 180 Mass. 283, 62 N. E. 367. Some courts, however, have erroneously taken the view that the obligation supporting the promise to sell is a corresponding promise to buy. To reach this result it was necessary to presume that the business was to continue, and hence that the buyer would buy, even if the market price fell. But in the principal case this presumption cannot be made, since the commodity supplied is not incidental to an established business, but is the entire subject of the business. Therefore if prices fall, the buyer may escape buying by ceasing to trade in the commodity. On this basis the court holds the contract void for lack of mutuality. Now the requirement of mutuality can properly mean only that a bilateral contract, to be enforceable, must be binding on both parties. This is so, if consideration is furnished by each party. But the theory of the principal case further requires that the obligations must be correlative — that if one party is bound to sell, the other must be bound to buy. This result is indefensible and adds an unwarranted technicality to the law of contracts. See *Jordan* v. *Indianapolis Water Co.*, 159 Ind. 337, 345–46, 64 N. E. 680, 683. Another recent federal case makes a sound application of the principles here involved. *Ramey Lumber Co.* v. *Schroeder Lumber Co.*, 237 Fed. 39.

CONSTITUTIONAL LAW — VALIDITY OF LAWS REGULATING THE SALES OF GOODS IN BULK. — The New York "Sales in Bulk Act" provides that the sale or transfer in bulk of any part or the whole of a stock of merchandise otherwise than in the ordinary course of trade shall be void as against the creditors of the seller or transferor unless certain formalities calculated to notify such creditors of the transaction are observed. LAWS, 1914, c. 507; PERSONAL PROPERTY LAW, § 44. The constitutionality of this statute was recently put in issue. *Held*, that the act is constitutional. *Klein* v. *Maravelas*, 56 N. Y. L. J. 1257 (Ct. of App.).

The history of this legislation is interesting. Similar acts are in force in many jurisdictions, but their validity has in several instances been subjected to vigorous attack. In fact an earlier New York statute which, except for being held to apply to merchants only, was identical to the present act, was declared unconstitutional on the two distinct grounds that it limited the liberty to contract and denied to merchants the equal protection of the laws. *Wright* v. *Hart*, 182 N. Y. 330, 75 N. E. 404. Other states, however, held such statutes unconstitutional solely on the ground that a special small class was benefited. *McKinster* v. *Sager*, 163 Ind. 671, 72 N. E. 854; *Off & Co.* v. *Morehead*, 235 Ill. 40, 85 N. E. 264. When such statutes therefore were amended to a form similar to that of the present New York statute, limiting the effect of the act to no special class, they were upheld in the very jurisdictions which formerly condemned them. *Hirth, Krause Co.* v. *Cohen*, 177 Ind. 1, 97 N. E. 1; *Johnson* v. *Beloosky*, 263 Ill. 363, 105 N. E. 287. And, except in Utah, such an act is uniformly held unobjectionable. *Lemieux* v. *Young*, 211 U. S. 489; *Kidd, Dater & Price Co.* v. *Musselman Grocery Co.*, 217 U. S. 461; *Squire Co.* v. *Tellier*, 185 Mass. 18, 69 N. E. 312; *McDaniels* v. *J. J. Conelly Shoe Co.*, 30 Wash. 549, 71 Pac. 37; *Kett* v. *Masker*, 86 N. J. L. 97, 90 Atl. 243. But see *Block* v. *Schwartz*, 27 Utah 387, 76 Pac. 22. The objection that this is class legislation seems accordingly to be effectively silenced, but the New York court had also decided that it unduly limited the right to contract. In order to uphold the validity of the present act, therefore, the court was forced to reverse itself, which it very frankly did.

CORPORATIONS — RIGHT OF TRUSTEE IN BANKRUPTCY AGAINST TRANSFEREE OF STOCK ISSUED FOR OVERVALUED PROPERTY — "ACTUAL FRAUD" — CONTRACT BY CORPORATION TO BUY BACK THE STOCK. — A., B. and C. were the incorporators of a company with a capital stock of $60,000, promoted by A., B., C. and D. Stock to the par value of $21,900 was issued as fully paid up to A. and B. in return for a secret process received from them. Neither A., B., C. nor D. believed the process to be worth $21,900 at the time; but all of them believed the corporation could pay dividends on the total capital stock. D. contracted to buy of A. and B. 300 shares, or half the capital stock, for $15,000, reserving an option to return the shares and receive the money back at any time. After paying in $13,600, he exercised the option and the corporation executed a mortgage to him to secure the indebtedness. The trustee in bankruptcy petitioned to have the mortgaged property applied to the payment of the general creditors who had become such after D. filed his mortgage. *Held*, that the property could not be applied to their benefit. *Durant* v. *Brown*, 236 Fed. 609.

For a discussion of the case, see NOTES, p. 503.

DIVORCE — ALIMONY — REFUSAL TO PAY ALIMONY PUNISHED AS CONTEMPT. — In divorce proceedings, the court ordered the husband to pay alimony *pendente lite*. On his failure to pay he was ordered to show cause why he should not be committed for contempt. He answered that he had no property and was unable to procure employment. After jury trial with verdict finding the defendant guilty of contempt, an order of commitment was made from which the defendant appeals. *Held*, that the commitment was proper. *Fowler* v. *Fowler*, 161 Pac. 227 (Okla.).

The Oklahoma constitution expressly forbids imprisonment for debt. OKLA. CONST., Art. 2, § 13. The obligation to pay alimony is an expression of a social duty, and that it is not a debt is shown by the fact that the amount may be varied in the discretion of the court granting it. *Cox* v. *Cox*, 3 Add. Ecc. 276. See *Amos* v. *Amos*, 4 N. J. Eq. 171; *Moe* v. *Moe*, 39 Wis. 308. As a result the great weight of authority is to the effect that commitment for failure to pay alimony is not imprisonment for debt. *Andrew* v. *Andrew*, 62 Vt. 495, 20 Atl.